

APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND

SUMMARY SHEET

APPLICANT: Western Wildlife Corridor CODE # Request for code number Submitted. (Attachment 6)

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 10/15 /2009

CONTACT: Tim Sisson PHONE # (513) 922 2104 (THE PROJECT CONTACT PERSON SHOULD BE THE INDIVIDUAL WHO WILL BE AVAILABLE DURING BUSINESS HOURS AND WHO CAN BEST ANSWER OR COORDINATE THE RESPONSE TO QUESTIONS)

FAX: () NA E-MAIL tsisson@fuse.net

PROJECT NAME: Kraft Tract Acquisition

ELIGIBLE APPLICANT

(Check Only 1)

- ☐ A. County (1)
- ☐ B. City (2)
- ☐ C. Township (3)
- ☐ D. Village(4)
- ☐ E. Conservancy District (6)
- ☐ F. Soil & Water Conservation District (7)
- ☐ G. Joint Recreational District (8)
- ☐ H. Park District/Authority (9)
- ☒ I. Nonprofit Organization (10)
- ☐ J. Other _____ (11)

PROJECT TYPE

(Check Largest Component)

- ☒ A. Open Space (7)
- ☐ B. Riparian Corridor (8)

PRIMARY PROJECT EMPHASIS 4

(Choose a category from Attachment A which most closely describes your primary project emphasis.)

ESTIMATED TOTAL

PROJECT COST (from 1.1f): \$ 70628 CLEAN OHIO CONSERVATION FUNDING REQUESTED: (from 1.2e) \$ 49000

NRAC APPROVAL - To be completed by the NRAC Committee ONLY

GRANT: \$ _____

FOR OPWC USE ONLY

PROJECT NUMBER: _____

APPROVED FUNDING: \$

Local Participation _____ %

Project Release Date:

Clean Ohio Fund Participation _____ %

1.0 PROJECT FINANCIAL INFORMATION

1.1 PROJECT ESTIMATED COSTS:
(Round to Nearest Dollar)

TOTAL DOLLARS

In Kind
Dollars
(See definition in instructions.)

- a.) Acquisition Expenses: \$ 65,000.00
 Fee Simple Purchase \$ 65,000
 Easement Purchase \$
 Other \$
- b.) Planning and Implementation: \$ 4439
 Appraisal \$ 325
 Closing Costs \$ 190.00
 Title Search \$ 574
 Environmental
 Assessments \$ 350
 Design \$
 Other Eligible
 Costs (survey) \$ 3,000.00
- c.) Construction or Enhancement of
 Facilities: \$ 0.00
- d.) Permits, Advertising, Legal: \$ 1189.00
- e.) Contingencies: \$ 0.00
(not to exceed 10% of total costs)
- f.) **TOTAL ESTIMATED COSTS:** \$ 70628

1.2 Project Financial Resources

In this section, provide a breakdown of all project funding sources including the total amount of funding from each source and percentage in relation to the total project cost.

- (a) Local In-Kind Contributions - indicate the dollar value of force account labor (applicant's own employees), materials, equipment, or volunteer labor that will likely be contributed by the applicant toward the project.
- (b) Applicant Contributions (Local Funds) - indicate the dollar amount of actual applicant support, e.g. general revenues, local debt, user fees, etc.
- (c) Other Public Revenues - indicate other funding sources and dollar amounts expected from these sources. Nature Works, Land Water Conservation Fund, Ohio Environmental Protection Agency (OEPA), Ohio Water Development Authority (OWDA), Community Development Block Grant (CDBG), Ohio Department of Natural Resources (ODNR), or others.
- (d) Private Contributions - Any private sources such as developers, assessments, etc.
- (e) Clean Ohio Conservation Fund - financial assistance from the Clean Ohio Conservation fund. Please also include participation from other Natural Resources Assistance Councils. Applicants may request grants up to seventy-five percent (75%) of the total project cost.
- (f) Total Financial Resources - total items (a) through (e). This sum must equal the total estimated costs in section 1.1 (f). The sum of the percentages should equal 100%.

1.3 Availability of Local Funds

Indicate the status (date available) of all funding sources identified in sections 1.2(a) through 1.2(d). For applicant contributions, a Status of Funds Report should be signed by the applicant's CFO which certifies that all local share funds are available as indicated in the application and have been formally earmarked for the project. The CFO should also indicate status of all non-Clean Ohio Conservation funds to be used for the project. For other public revenues, indicate the specific program from which the funds are coming.

1.2 PROJECT FINANCIAL RESOURCES:

(Round to Nearest Dollar and Percent)

	DOLLARS	%
a.) In-Kind Contributions (Please define)_____	\$ _____ .00	
b.) Applicant Contributions (Local Funds) From general and land purchase accounts	\$ _____ 11628.00	
c.) Other Public Revenues		
Nature Works	\$ _____ .00	
Land Water Conservation Fund	\$ _____ .00	
Ohio Environmental Protection Agency	\$ _____ .00	
Ohio Water Development Authority	\$ _____ .00	
Community Development Block Grant	\$ _____ .00	
Ohio Department of Natural Resources	\$ _____ .00	
OTHER <u>Hamilton County Park District</u>	\$ _____ 10,000.00	
d.) Private Contributions	\$ _____ .00	
<i>SUBTOTAL LOCAL RESOURCES:</i>	\$ _____ 21628.00	<u>31</u>
e.) CLEAN OHIO CONSERVATION FUND:	\$ _____ 49000.00	
Funds from another NRAC	\$ _____ .00	<u>0</u>
<i>SUBTOTAL CLEAN OHIO RESOURCES:</i>	\$ _____ 49000.00	<u>69</u>
f.) TOTAL FINANCIAL RESOURCES:	\$ _____ 70628.00	<u>100%</u>

1.3 AVAILABILITY OF LOCAL FUNDS:

Attach a statement signed by the Chief Financial Officer listed in section 4.2 certifying all local share funds required for the project will be available on or before the earliest date listed in the Project Schedule section.

Please list any partnership with other sources. (ie; is this part of a larger project or plan):

Western Wildlife Corridor is partnering with Delhi Township. The Kraft property and property that Delhi Township owns adjacent to the Kraft property will be jointly managed as a nature preserve. Western Wildlife Corridor will provide services including habitat restoration and monitoring for encroachment for the entire nature preserve (including Delhi property) and Delhi will provide services including access, signage and garbage cleanup for the entire nature preserve (including WWC property).

2.0 PROJECT INFORMATION

If the project is multi-jurisdictional, information must be consolidated in this section.

X Please check here if additional documentation is attached.

2.1 BRIEF PROJECT DESCRIPTION - (Sections A through E):

A: SPECIFIC LOCATION: See attached maps (Exhibits 1, 2 and 3). The Kraft site is located on the ridge between Hillside Avenue and Bender Road in Delhi Township. It is adjacent to the Jansen/Fulton properties bought by the Hamilton County Park District with partial funding from a Clean Ohio grant in 2003. It is very close to property owned by Mrs. Elsie Beekley that is protected by a Conservation Easement held by Western Wildlife Corridor; greenspace owned by the Sister's of Charity and the Delhi Township Park, Storey Woods.

PROJECT COUNTY: Hamilton

PROJECT ZIP CODE: 45233

- A. **B: PROJECT COMPONENTS:** The proposed Kraft tract project involves the acquisition of approximately 13 acres of forested hillside. Western Wildlife Corridor will purchase the property in fee simple and manage it as a nature preserve in cooperation with Delhi Township, which owns the adjacent property.

The site is covered with a mature stand of Hackberry, Ash, Oak and Maple Forest, with a wide variety of wildflowers (Cut leaved Toothwort (*dentaria laciniata*), Greek Valerian (*polemonium reptans*), Twinleaf (*jeffersonia diphylla*), Toadshade Trillium (*trillium sessile*), Spring Beauty (*claytonia virginica*), Dwarf Larkspur (*delphinium tricornis*), Virginia Bluebell (*mertensia virginica*) and False Rue Anemone (*isopyrum biternatum*) have already been seen found there). A truly huge Pin Oak (*quercus palustris*) as well as very large specimens of other trees are located on the property. Although no endangered species have been found yet on the property, the largest population of the State Endangered Cave Salamander in Hamilton County has been found on property owned by the Hahn family directly across the Rapid Run Creek valley from this site. In addition the state endangered Fern-leaver Phacelia has been found on the adjacent Jansen/Fulton properties and the greenspace owned by the Sister's of Charity. The Kraft site extends from the edge of commercial properties on Hillside Avenue, up and over a ridge to the Bender Road right-of-way. It thus lies both on the south facing slope of the hillside forming the Ohio River valley and the north facing slope of the hillside forming the Rapid Run Creek valley. It contains a significant Riparian area bordering Rapid Run Creek, actually extending into Rapid Run Creek along a portion of the northern border. It is a connecting link in the greenway corridor extending along the Ohio River from Mill Creek to the Oxbow and points west. The site has been preserved well. During inspection visits to the property, no evidence that buildings had been constructed on the property in the past was discovered. (See Exhibit 12 for site photos)

C: PROJECT EMPHASIS AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A: Please describe.

The proposed 13 acre Kraft property is a highly rated component of the Hamilton County Open Space Acquisition Study completed by the Hamilton County Park District in November 2002. Professor Richard Durrell of the University of Cincinnati also recommended the protection of this area because of its unique geologic history and character. Western Wildlife Corridor Inc. has focused on this area as a preservation area for Hamilton County.

The Kraft tract protects high quality, viable habitat for plant and animal species, increases habitat protection and preserves or restores a riparian zone and other natural features, including the Ohio River viewshed, that contribute to quality of life and the state's natural heritage.

Western Wildlife Corridor will improve the habitat on the property by performing restoration to a natural state through the removal of invasive alien plant species including Amur Honeysuckle and Garlic Mustard. Western

Wildlife Corridor has planned and carried out three similar projects in the last seven years and has the necessary equipment and people in place to accomplish this objective on the Kraft property.

The Kraft tract contains mature forest and a riparian zone (at Rapid Run Creek) that provide good habitat for wildlife. The site is located on a forested hillside and has a slope that well exceeds a 20% slope. See USGS map (Exhibit 5). The site has three distinct soil types; (EdF), Eden Flaggy silty clay loam, (EcD), Eden Silty clay loam and (Go), Genesee-Urban land complex. See soil survey map (Exhibit 4). The site's soil types are conducive to hillside slips and erosion problems. Preserving this property will maintain the environmental integrity of this green space and reduce soil erosion potential.

The Kraft Tract comprises approximately 13 acres. Acquisition and management of this property by Western Wildlife Corridor would protect another portion of the forested hillsides and riparian zones that define the character of this portion of the county and enhance property values in the area.

D: DEFINE TERMS OF EASEMENTS:

PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE.

Western Wildlife Corridor will include the following language in the deed for the property: *Buyer agrees to perpetually keep this property in greenspace for the protection of hillside and forest areas included herein. Potential development of this property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices. Buyer or assigns will be permitted to perform habitat restoration on the property, including elimination of invasive alien plant species. Buyer agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project.*

In addition, Hamilton County Park District will hold a conservation easement on the property. This easement will contain the following provisions:

Buyer agrees to perpetually keep this property in greenspace for the protection of hillside and forest areas included herein. Potential development of this property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices. Buyer or assigns will be permitted to perform limited streambank erosion correction and enhancement projects that do not channelize the stream corridors (best management practices would include wetland creation and enhancement, use of bioengineering techniques, small impoundments where appropriate to create additional wetland areas, planting of appropriate wetland species to increase the biodiversity, etc.). Public access into and through the site will be provided by the Buyer in a relatively narrow corridor through the property designed to connect with other properties owned by Delhi Township. Buyer agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other

modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project.

E: INFORMATION REGARDING PUBLIC ACCESS

The Kraft property will be accessed by contacting Western Wildlife Corridor for permission to enter. Access to the site will be restricted to minimal use to preserve the integrity of the site. The site can be accessed from Bender Road and through the adjoining nature preserve owned by Delhi Township.

2.2 OWNERSHIP/MANAGEMENT/OPERATION:

Western Wildlife Corridor will purchase and manage the property.

Western Wildlife Corridor has successfully completed approximately 24 land acquisition projects in the last 10 years. They have restored most of the land on their 3 largest properties by removal of invasive alien plant species and litter and have made considerable progress in restoring the property (Miller property) they purchased last December. In addition they have partnered with Delhi Township to restore a significant portion of Storey Woods (and the adjacent property where Western Wildlife Corridor holds a CE) and to restore a major portion of the Jansen/Fulton properties in a similar manner (Exhibit 9).

The Kraft site will be restored and preserved as natural wooded area and the only development on the site will provide appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.

2.3 PURCHASE CONTRACT (Exhibit 11)

3.0 PROJECT SCHEDULE:*

		BEGIN DATE	END DATE
3.1	Planning and Implementation: NA	<u> / / </u>	<u> / / </u>
3.2	Land Acquisition/Easements	<u>10 / 15/ 2009</u>	<u>10/ 15/ 2010</u>
3.3	Site Improvements: NA	<u> / / </u>	<u> / / </u>

* Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by a project official of record and approved by the commission once the Project Agreement has been executed.

4.0 PROJECT OFFICIALS:

- 4.1 CHIEF EXECUTIVE OFFICER Tim Sisson
TITLE President
STREET 956 Anderson Ferry Rd.
CITY/ZIP Cincinnati, OH 45238
PHONE (513) 922 - 2104
FAX NA
E-MAIL tsisson@fuse.net
- 4.2 CHIEF FINANCIAL OFFICER Robert Thomas
TITLE Treasurer
STREET 268 Rosemont Ave.
CITY/ZIP Ft. Thomas, KY 41075

PHONE (859) 579 - 9661
FAX NA
E-MAIL rpt268@fuse.net
- 4.3 PROJECT MANAGER Tim Sisson
TITLE President
STREET 956 Anderson Ferry Rd.
CITY/ZIP Cincinnati, OH 45238
PHONE (513) 922 - 2104
FAX NA
E-MAIL tsisson@fuse.net

Changes in Project Officials must be submitted in writing from the CEO or CFO.

5.0 ATTACHMENTS/COMPLETENESS REVIEW:

BE CERTAIN EACH OF THE ITEMS LISTED BELOW IS ATTACHED. YOUR APPLICATION MAY BE DELAYED OR REJECTED IF THE INFORMATION IS OMITTED OR INCOMPLETE. FOR YOUR CONVENIENCE, SAMPLE DOCUMENTS ARE ATTACHED TO THESE INSTRUCTIONS.

A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts with the commission. This individual should sign under 6.0, Applicant Certification, below.

A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.

A formal detailed estimate of the project=s costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.

A cooperation agreement, (if the project involves more than entity) which identifies the fiscal and administrative responsibilities of each participant.

Resolution of Support (please refer to section 164.23(B)(i) of the Ohio Revised Code for guidance.)

Identification of any participation by state agencies that may have expertise regarding the particular project and that may provide assistance with respect to the project.

Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.

Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your *local*/NRAC.

Have you reviewed your NRAC=s methodology to see that you have addressed all components?

5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 1/2 by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [] below that each item listed is attached.

- [X] A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- [X] A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- [X] A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- [X] A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- [X] Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- [NA] Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- [X] Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- [X] Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your local NRAC.
- [X] Have you reviewed your NRAC's methodology to see that you have addressed all components?

6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.

TIM Sisson, PRESIDENT
Certifying Representative (Type or Print Name and Title)

Tim Sisson, President, October 15, 2009
Original Signature/Date Signed

ATTACHMENT A

PROJECT EMPHASIS

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A "A1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A "A2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A "A3" IN THE CATEGORY WITH THIRD EMPHASIS.

OPEN SPACE

- A7 1. Protects habitat for rare, threatened and endangered species
- 2. Increases habitat protection
- A3 3. Reduces or eliminates nonnative, invasive species of plants or animals
- A1 4. Preserves high quality, viable habitat for plant and animal species
- 5. Restores and preserves aquatic biological communities
- 6. Preserves headwater streams
- 7. Preserves or restores floodplain and streamside forest functions
- 8. Preserves or restores water quality
- 9. Preserves or restores natural stream channels
- 10. Preserves or restores functioning floodplains
- 11. Preserves or restores wetlands
- A2 12. Preserves or restores streamside forests
- A6 13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

RIPARIAN CORRIDOR

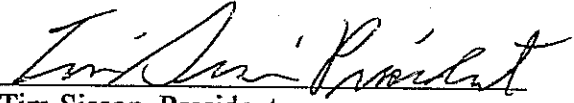
- A5 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds
- A4 15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- 16. Reforestation of land
- 17. Planting vegetation for filtration
- 18. Incorporates aesthetically pleasing and ecologically informed design
- 19. Enhances educational opportunities and provides physical links to schools and after school centers
- 20. Acquisition of connecting corridors
- 21. Supports comprehensive open space planning
- 22. Provides multiple recreational, economic and aesthetic preservation benefits
- 23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- 24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

AUTHORIZATION BY THE BOARD OF TRUSTEES OF
WESTERN WILDLIFE CORRIDOR

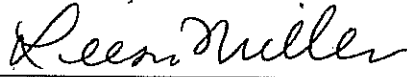
Tim Sisson, President, is hereby authorized to apply to the OPWC for the Clean Ohio Conservation Program funds.

Tim Sisson, President, is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

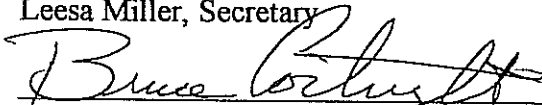
Dated: *October 13, 2009*



Tim Sisson, President



Leesa Miller, Secretary



Bruce Cortwright, Vice President

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

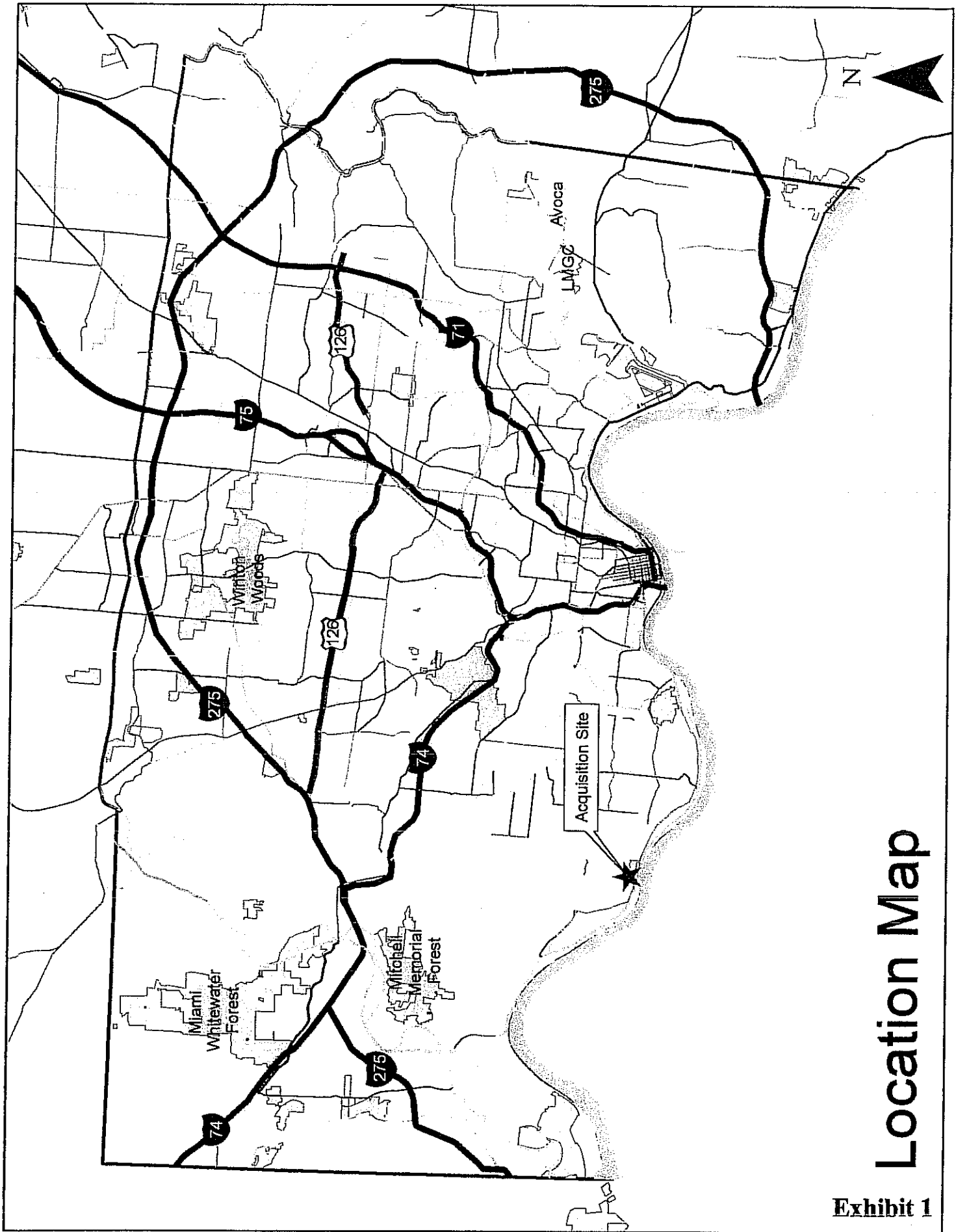
Date October 13, 2009

I, Robert Thomas, Treasurer of Western Wildlife Corridor, hereby certify that Western Wildlife Corridor has the amount of \$10,965 in the General and Land Purchase Accounts and that this amount will be used to pay the applicant revenues for the Kraft Tract Acquisition when it is required.


Treasurer

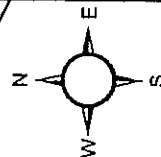
Exhibits

- 1. Location Map**
- 2. Site Plan**
- 3. Cut-up plot**
- 4. Soil Classification Map**
- 5. USGS Map**
- 6. Request for Code Number**
- 7. Appriasal**
- 8. Letter of Agreement from Hamilton County Park District**
- 9. Letter of Agreement from Delhi Township**
- 10. Letter of Support from Saylor Park Village Council**
- 11. Purchase Agreement**
- 12. Pictures taken at Kraft Tract**
- 13. Hamilton County Certification**

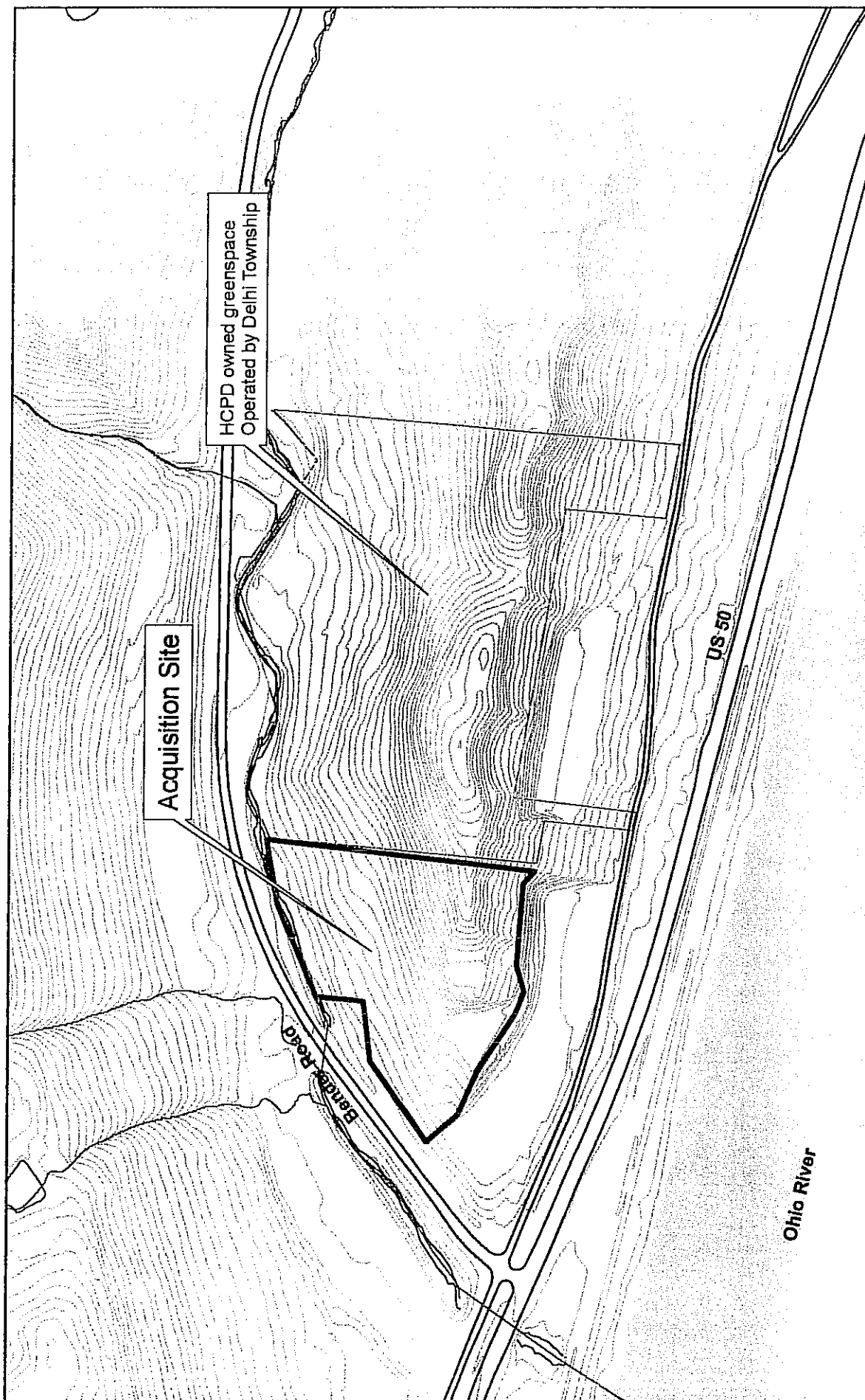


Location Map

Exhibit 1



Site Plan



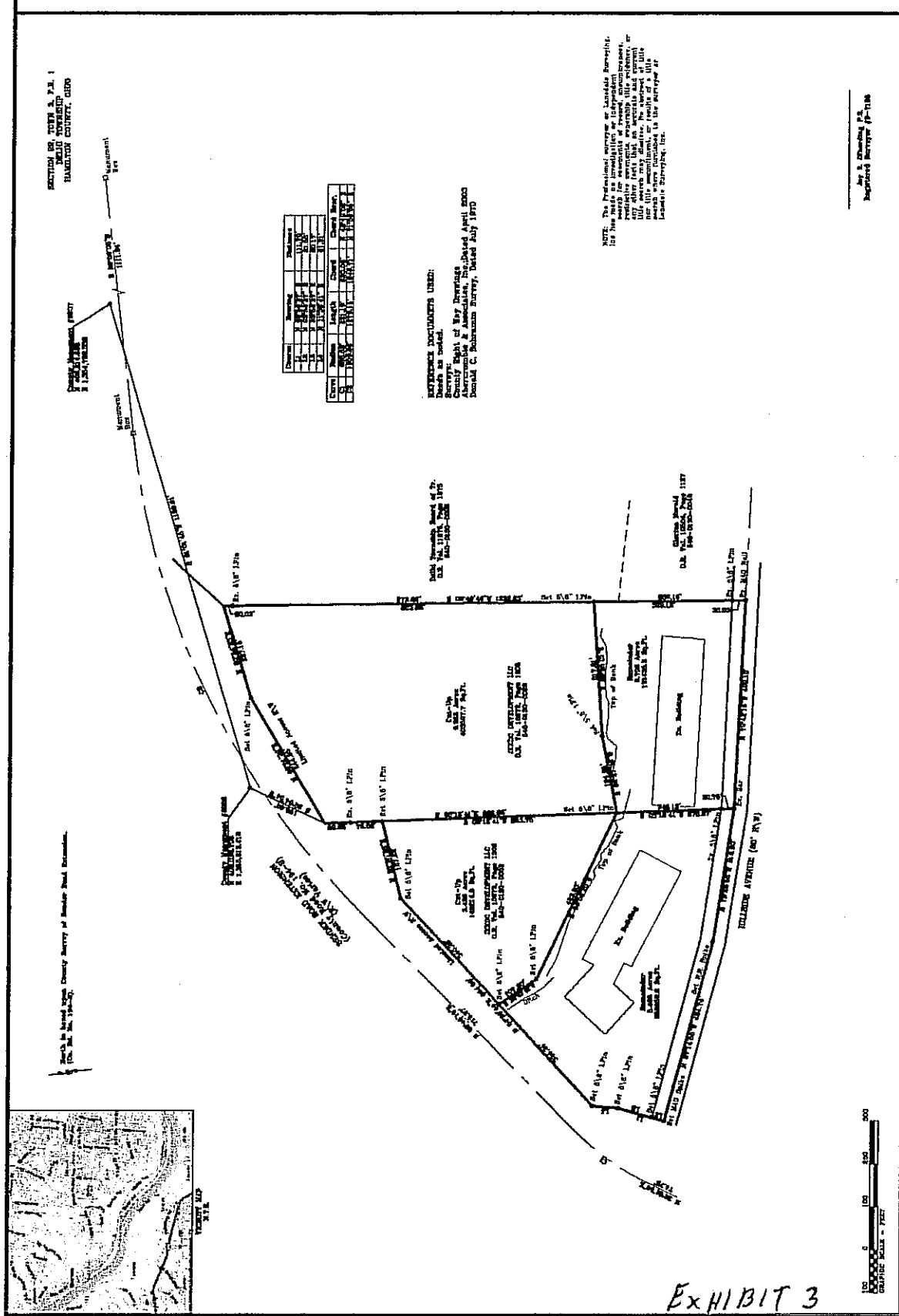
Acquisition Site

HCPD owned greenspace
Operated by Delhi Township

Barber Road

US 50

Ohio River



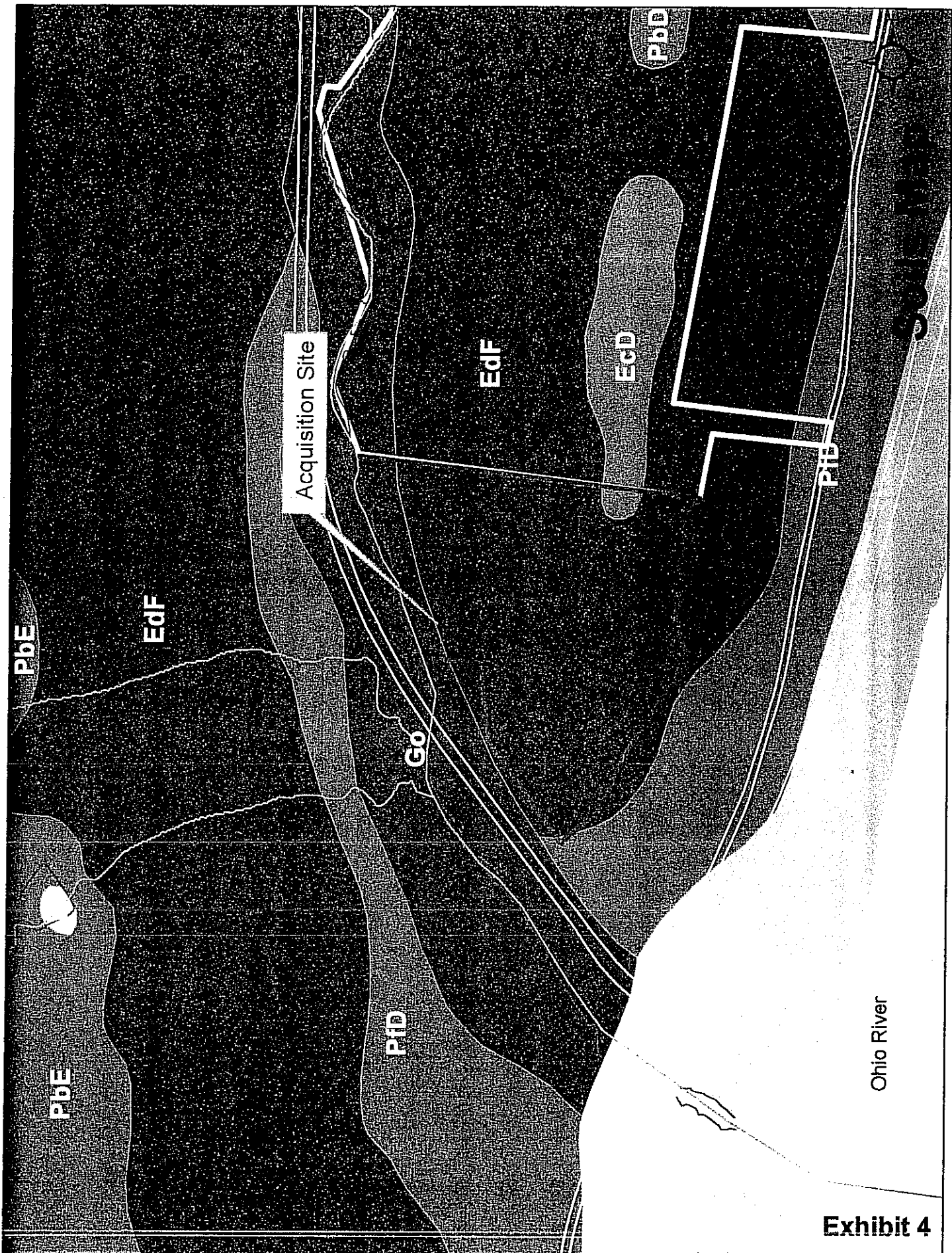
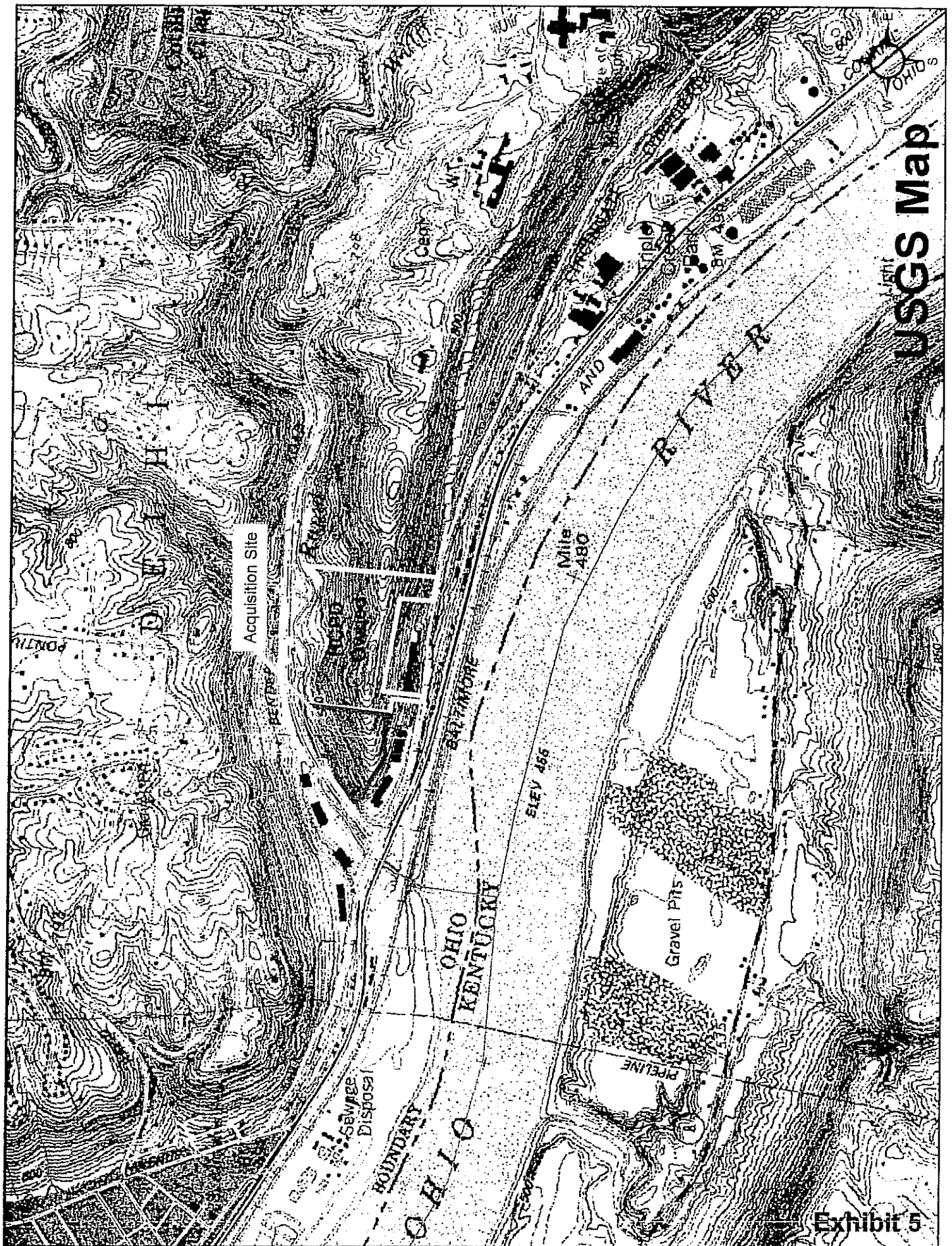


Exhibit 4



USGS Map

Exhibit 6

September 24, 2009
Ohio Public Works Commission
64 E. State Street
Suite 312
Columbus, OH 43215

Re: Code number for Application for a grant from the Clean Ohio Conservation Fund

Western Wildlife Corridor will be submitting an application in Hamilton County this week for a grant from the Clean Ohio Conservation Fund. I am hereby asking that a Subdivision-Applicant Code be assigned by the Commission as required by the Application.

Western Wildlife Corridor has been determined to be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code (copy of determination letter attached).

Sincerely,

Tim Sisson
President

SUMMARY APPRAISAL REPORT

PROPERTY APPRAISED:

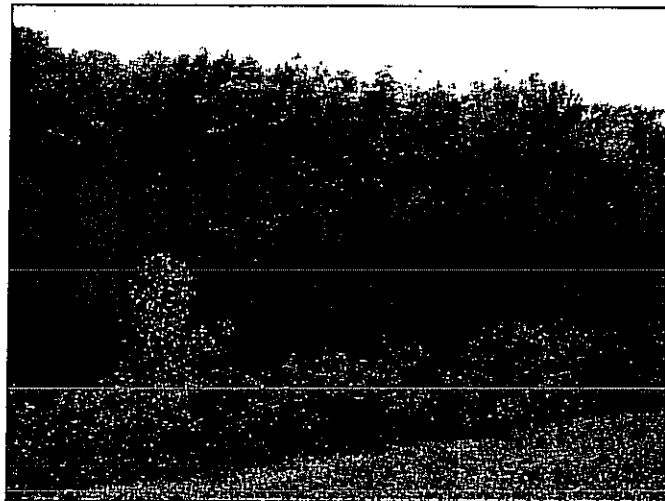
**REAR PORTIONS OF
5700 AND 5750 HILLSIDE AVE.
CINCINNATI, OHIO 45233**

EFFECTIVE DATE OF APPRAISAL:

SEPTEMBER 26, 2009

CLIENT:

**WESTERN WILDLIFE CORRIDOR, INC.
P. O. BOX 389077
CINCINNATI, OHIO 45238**



APPRAISER:

**LAWRENCE F. BENKEN
BENKEN APPRAISAL SERVICES
3732 LOVELL AVENUE #1
CINCINNATI, OHIO 45211**

SUMMARY OF SALIENT FACTS

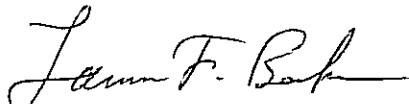
Property address:	5700 and 5750 Hillside Ave. (rear portions of these parcels) Cincinnati, Ohio 45233
Owner:	JKKDC Development LLC
Client:	Western Wildlife Corridor Inc.
Property rights appraised:	Fee simple
Effective date of value:	September 26, 2009
Date of report:	September 29, 2009
Purpose of appraisal:	Estimate Market Value
Function of appraisal:	Facilitate purchase of subject by client
Appraised value:	\$ 65,000

MARKET CONDITIONS AND ESTIMATED MARKETING TIME:

Regarding current market conditions in the region in general for real estate investments, the economy is in a recession. The real estate market overall has seen decreasing sale prices due to the inter-related factors of the recession, the FNMA and FHLMC debacles, the banking and foreclosure crises, increasing unemployment, etc. One of the only positive notes is the historically low interest rates now prevalent. Property values in the last two or more years have declined in many neighborhoods locally, regionally, and nationally. The subject neighborhood is typical. The recession has had a more substantial impact on vacant land, such as the subject, compared to most other property types, because of its relative lack of utility compared to improved properties. A nine to twelve month marketing period would be appropriate for this property.

Thank you for the opportunity to do this appraisal for you. If you have any questions, or need any further information, please contact me.

Sincerely,



Lawrence F. Benken, Appraiser
Ohio State Certification/License #399495- Expiration date 2-10-2010
Benken Appraisal Services
LFB/lfb

George V. Voinovich, Governor

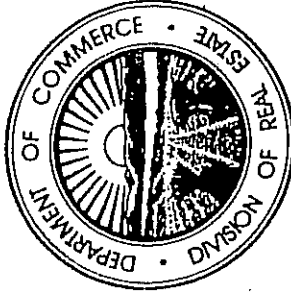
State of Ohio

No. 2562

Nancy Chiles Dix, Director

Department of Commerce

ORIGINAL ISSUE DATE: 02/10/94



Division of Real Estate
CERTIFICATE NO.: 399495



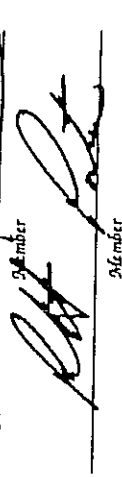
CERTIFIED GENERAL REAL ESTATE APPRAISER


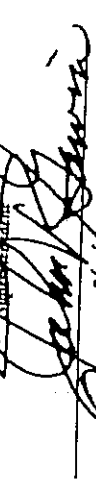
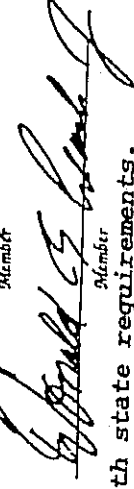
THIS IS TO ACKNOWLEDGE THAT

BENKEN, LAWRENCE F.

HAS QUALIFIED UNDER THE LAWS AND REVISED CODE OF THE STATE OF OHIO AND THE REQUIREMENTS OF THE REAL ESTATE APPRAISER BOARD AND IS DULY CERTIFIED AND QUALIFIED TO ENGAGE IN THE PRACTICE OF GENERAL REAL ESTATE APPRAISAL.

Witness the seal of the Ohio Department of Commerce, Division of Real Estate and the signatures of this board this 10th day of February 1994.


Chairman

Member

Member


Member

Member

Member

This certificate is not valid unless renewed in accordance with state requirements.



Your Natural Choice®

EXHIBIT 8

10245 Winton Road • Cincinnati, Ohio 45231
(513) 521-PARK (7275) • www.greatparks.org

Board of Park Commissioners:

NANCY R. HAMANT • ROBERT A. GOERING • JAMES E. BUSHMAN

Director JACK SUTTON

September 23, 2009

Mr. Tim Sisson
President
Western Wildlife Corridor, Inc.
956 Anderson Ferry Road
Cincinnati, OH 45238

Dear Tim,

I am pleased to confirm that on August 27, 2009, the Hamilton County Park District, Board of Park Commissioners authorized the staff to develop an agreement with Western Wildlife Corridor, Inc. for the Park District to contribute up to \$10,000 toward the local match for Clean Ohio Conservation funds for purchase of the approximately 14-acre Kraft tract on Bender Road in Delhi Township. In return for the Park District's contribution Western Wildlife Corridor, Inc. will be required to convey a conservation easement to the Park District.

As you know the Kraft property is adjacent to the 40-acre Jansen-Fulton tract purchased by the Park District in 2003 and subsequently leased to Delhi Township. The Park District's financial contribution to the proposed purchase of the Kraft property is consistent with the Park District's partnership guidelines as defined in its ForEverGreen program. The Kraft tract is a component of a regionally unique geologic feature ("The Narrows" area), it provides good habitat on steep forested hillsides, and it will have connectivity to other protected greenspace which could become a regionally significant conservation area.

Western Wildlife Corridor, Inc. is proving to be a very energetic and effective private conservancy group. It has not only managed to provide funding for acquisition but it has done an excellent job of improving natural areas by removing invasive species and performing site clean ups. It is encouraging to see what you have accomplished and we are pleased to be a partner in your conservation efforts. I look forward to working with you to complete the acquisition of the Kraft property.

Sincerely,


Ross Hamre
Planning Director

cc: Jack Sutton, Director HCPD
Rick Johnson, Planning Specialist, HCPD
Sally Bauer, Park Planner II, HCPD

MISSION STATEMENT

"To preserve and protect natural resources and to provide outdoor recreation and education in order to enhance the quality of life for present and future generations."

EXHIBIT 9



Michael Davis, Trustee
Albert Duebber, Trustee
Jerome Luebbers, Trustee

Kenneth Ryan, Fiscal Officer

Sandra Monahan, Parks & Recreation Director

October 5, 2009

Tim Sisson, President
Western Wildlife Corridor
956 Anderson Ferry Rd.
Cincinnati, Ohio 45238

Dear Tim,

Delhi Township Parks and Recreation is very pleased to hear that Western Wildlife Corridor is applying to the Clean Ohio Fund to acquire the additional property on Bender Mountain.

This partial of land if acquired will connect to the existing 39 acres owned by the Township. It will also enable our residents and visitors the opportunity to hike to the most western point of the mountain where they can experience the beautiful overview of the Ohio River Valley.

Delhi Township Parks and Recreation is looking forward to a long standing partnership with the Western Wildlife Corridor in the preservation of Bender Mountain by creating a nature preserve and natural hiking trails for the community to enjoy. We offer our support to you as well as the Hamilton County Park District in making this dream of Bender Mountain a reality.

Please feel free to contact me anytime if I can be of service to you throughout this process.

Respectfully,

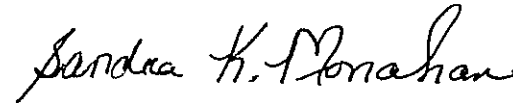

Sandra K. Monahan, Director
Delhi Township Parks and Recreation

EXHIBIT
10

SAYLER PARK VILLAGE COUNCIL

Robert Bibbo, President Tanya Carter, Vice-President

Lynne Clasgens, Treasurer Sue Hayes, Secretary

October 7, 2009

To Whom It May Concern:

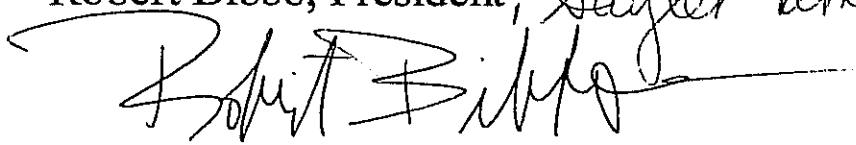
Sayler Park Village Council wholeheartedly supports the efforts of the Western Wildlife Corridor in its attempts to maintain greenspace in our community. We are a community that still maintains its rural roots. We can boast of the largest, fully-functioning farm within the city of Cincinnati limits – the Ritter Farm. We have two vibrant city parks within our boundaries. Our residents hold dear the quiet, peaceful nature of our community. The greenspace near Bender Road that is the subject of this letter is vital to maintaining that peaceful nature we in Sayler Park so richly enjoy.

Our community has approximately 3500 residents and we have an active and vibrant village council, historical society, arts council, farmers' market and Park Board Advisory Council.

I can say with no hesitation that the Village Council supports all efforts to maintain and protect greenspace within our community, including the addition of Bender Mountain Point to the existing Bender Mountain Preserve.

Thank You for your time,

Robert Bibbo, President,

Sayler Park Village Council


PURCHASE AGREEMENT

JKKDC Development, LLC (hereinafter referred to as "Seller") and WESTERN WILDLIFE CORRIDOR, acting through its Board of Directors (hereinafter referred to as "Purchaser"), agree as follows:

1. RECITALS

- A. Seller is the owner of real property located at 5710 Hillside, Cincinnati, Ohio 45233 and listed in Hamilton County Auditor's Book 540, Page 0130, Parcels 0033, and 0026.
- B. Purchaser desires to purchase a portion of each of these two parcels, said portions totaling 12.692 acres, and Seller desires to sell said real property to Purchaser on the terms and conditions set forth in this Agreement.

2. SALE OF PROPERTY

Seller shall sell to Purchaser and Purchaser shall purchase from Seller the real property, together with any easements, rights-of-way as appurtenances belonging or in any way appertaining thereto, upon the terms and conditions set forth herein. The sale shall further be subject to easements and restrictions of record.

3. TERMS

- A. The purchase price shall be the sum of Sixty-five Thousand Dollars (\$65,000.00).
- B. The entire purchase shall be paid to Seller by the Purchaser's good and sufficient warrant upon final settlement and delivery of deed, less tax prorations.
- C. Purchaser, contemporaneously with the signing of this agreement, has tendered earnest money of One Thousand Dollars to be credited toward the purchase price. The earnest money shall be refunded by Seller if any of the contingencies in this agreement are not satisfied.

4. TITLE

Title to said real property shall be conveyed by General Warranty deed of, in fee simple, on or before the 31st day of March, 2010, free, clear and unencumbered, as of the date of closing, except restrictions and easements of record. Seller agrees that the closing may be delayed due to contingencies set out hereafter, and will agree to a reasonable extension of time on the closing of necessary.

5. TAXES AND ASSESSMENTS

Seller shall pay or credit on the purchase price, all real estate taxes for years prior to the closing, and a portion of such taxes for the year of closing, prorated through the date of closing. Proration of undetermined taxes shall be based on a 365 day year and on the last available tax rate and valuation, and the amounts so computed and adjusted shall be final. Subject to the foregoing, the Purchaser shall assume to pay taxes and assessments, if any, thereafter.

6. SURVEY

Purchaser has caused the real property to be surveyed, at its expense, in order to establish its boundaries with certitude; to verify that the real property is as portrayed in Purchaser's field inspection; and to ascertain whether any encroachments exist with respect thereto. In the event that the results of such survey are substantially different than the survey document provided by Seller to Purchaser previously, Purchaser may, by written notice thereof to Seller, terminate this Agreement; provided, however, that Seller shall have additional time, not to exceed thirty days from the date of receipt of the termination notice, to effect a cure of the contingencies set forth in Section Eight of this Agreement and the aforesaid survey.

7. SELLER'S CERTIFICATION

Seller certifies to Purchaser that, to the best of Seller's knowledge (a) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the real estate may be assessed with no exceptions; (b) the real property is not located in an historic district; (c) the real property is not located in an Environmental Quality District; (d) no township, county or state orders have been served upon Seller requiring work to be done or improvements to be made which have not been performed, with no exceptions; and (e) the real property is free from contamination by

hazardous substances (meaning and including all hazardous or toxic substances, wastes, materials, pollutants or contaminants, other similar substances, or materials regulated by applicable state or federal environmental laws). Seller further certifies that there presently exists no defects or conditions known to Seller which would adversely affect or materially impair the fitness of the real property for the propose of its intended use.

8. CONTINGENCIES

This contract shall be contingent upon the following, all of which are to be completed on or before December 31, 2009 unless otherwise noted herein.

- (a) Survey of proposed land satisfactory to purchaser. Cost of any such survey to be borne by Purchaser.
- (b) Results of a Phase I environmental assessment that are satisfactory to Purchaser. Cost of any such assessment to be borne by Purchaser.
- (c) A satisfactory title examination and review of easements and restrictions of record to which will not adversely affect the Purchaser's intended use of the premises. Cost of any such title examination to be borne by Purchaser.
- (d) Receipt by the Purchaser from the Clean Ohio Conservation Fund of a grant for the purchase price, based on an application to be submitted by the Purchaser to the Clean Ohio Fund prior to the October 16, 2009 application deadline, with the grant decision to be announced by the Clean Ohio Conservation Fund by December 31, 2009.

9. GENERAL PROVISIONS:

- (a) This contract shall be governed by the laws of the State of Ohio.
- (b) All warranties, representations and covenants herein contained shall survive the closing and if said deed and this contract are inconsistent, the provisions of this contract shall control.
- (c) Any real estate commission due to any broker as a result of this contract and closing shall be paid by Seller out of the proceeds of this sale.

We hereby represent that we are ready, willing and able to carry out this offer.

Seller:

Date: OCT. 15, 2009

[Signature]
JKKDC Development LLC
by JOHN KRAFT its
authorized agent

Purchaser:

Western Wildlife Corridor

Date: OCT 15, 2009

By [Signature]
Tim Sisson

Exhibit 12 Photos from Kraft site

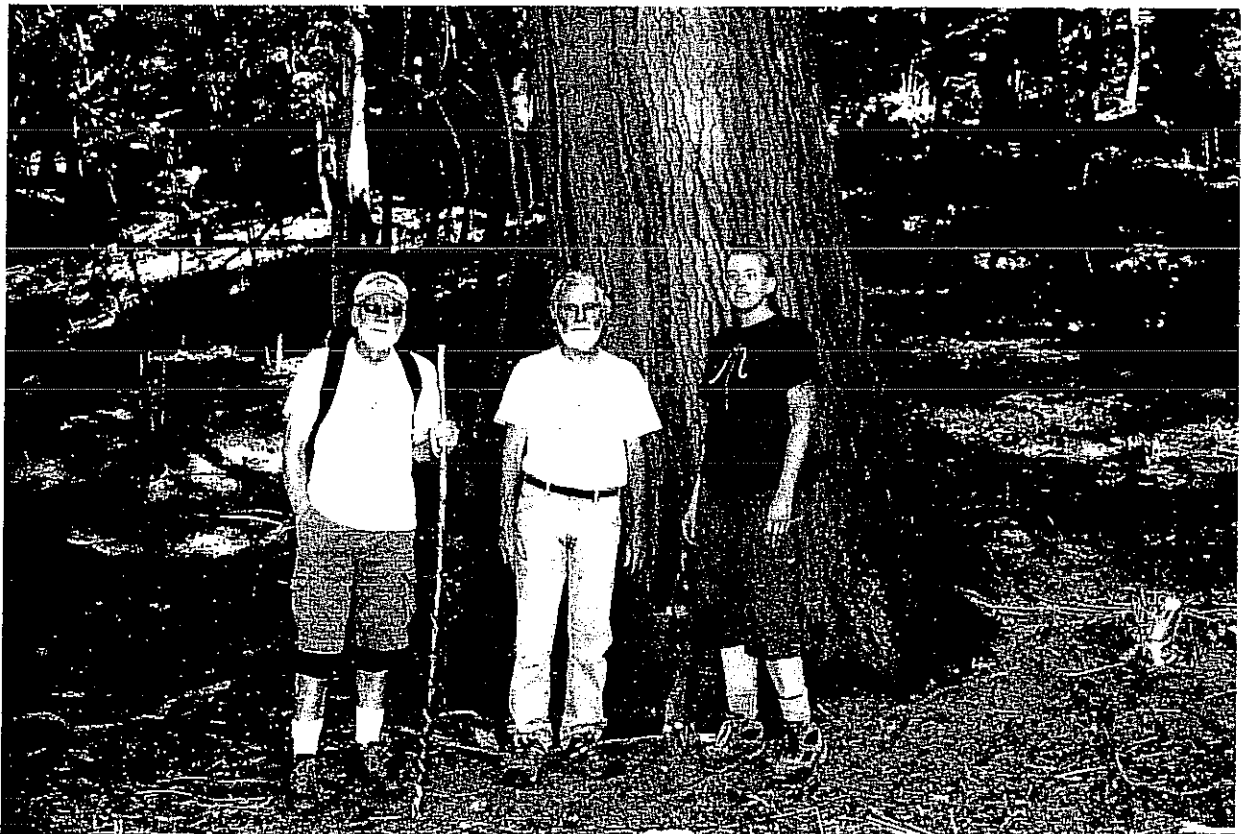






EXHIBIT 13



Western Wildlife Corridor
PO Box 389077, Cincinnati, Ohio 45238

FACSIMILE COVER SHEET

TEL NO. (513) 922 2104

FAX NO. (513) 922 2104 (with prior notification)

DATE:	October 14, 2009	FAX NO.	(513) 946-4330
TO:	Hamilton County Grants Administrator	PAGES:	
ATTN:	Cindy Weltlauf	2	(including this cover sheet)
FROM:	Tim Sisson, President	PHONE	(513) 922 2104, email tsisson@fuse.net

**IF YOU HAVE ANY PROBLEM WITH THE RECEPTION OF THESE PAGES, PLEASE
CONTACT US AT (513) 922 2104**

As required by the Clean Ohio Conservation Program Grant Application, Ohio Revised Code Sec. 164.23, the Western Wildlife Corridor is consulting with Delhi Township regarding the following project:

- Kraft Site – 12.7 acres

(See attached project information describing the above project)

No Funds from Hamilton County are involved in this project.

**Please respond to this fax indicating you have received this information and
acknowledge these applications.**

Should you have any questions, please contact Tim Sisson at 922 2104.

BRIEF PROJECT DESCRIPTION

A: SPECIFIC LOCATION: The Kraft site is located on the ridge between Hillside Avenue and Bender Road in Delhi Township. It is adjacent to the Jansen/Fulton properties bought by the Hamilton County Park District with partial funding from a Clean Ohio grant in 2003. It is very close to property owned by Mrs. Elsie Beekley that is protected by a Conservation Easement held by Western Wildlife Corridor; greenspace owned by the Sister's of Charity and the Delhi Township Park, Storey Woods.

PROJECT ZIP CODE: 45233

B: PROJECT COMPONENTS: The proposed Kraft tract project involves the acquisition of approximately 13 acres of forested hillside. Western Wildlife Corridor will purchase the property in fee simple and manage it as a nature preserve in cooperation with Delhi Township, which owns the adjacent property.